CONTRACT ROUTING FORM

1. **Complete the information below BEFORE printing and completing items 2 through 7.** Items in red are required.
   Department: Public Works
   Department contract file name (use effective date): BolesRestoration_PublicWorks_20240408
   Project Code: Click here to enter text.
   Contract type: Agreement
   Contracted Services/Goods: Tank Painting
   Contract Component: Master
   Change Order Number/Addendum Number: Click here to enter text.
   Vendor Name: Boles Restoration, Inc
   Effective Date: 04/08/2024
   Approved by: County Manager
   Date approved by the BOC: Click here to enter text.
   Ending Date: Click here to enter a date.
   Total Amount:$ $42,000

Please Return Contract to:
Name: Wendy Paschal
Email:wendy.paschal@chathamcountync.gov
Special Instructions for Clerks Office:

2. Department Head or his/her designee has read the contract in its entirety.
   By: _____(Department Head signature required)

3. County Attorney has reviewed and approved the contract ☒
   County Attorney has reviewed and rejects the contract ☐ Reason:_____
   _____
   _____
   This is an automatic renewal and does not require approval from the County Attorney: Yes☐ No☐

   △ If this box is checked the County Attorney's Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.

4. Technical/MIS Advisor has reviewed the contract if applicable. Yes☐ No☐

5. Vendor has signed the contract. Yes☒ No☐

6. A budget amendment is necessary before approval. Yes☐ No☐
   If budget amendment is necessary, please attach to this form.

7. Approval

   ☐ Requires approval by the BOC - contracts over $100,000.00. Follow Board submission guidelines.

   ☐ Requires approval by the Manager – contracts $100,000 or less.

8. Submit to Clerk.

Clerk's Office Only

☑ Finance Officer has signed the contract
☐ The Finance Officer is not required to sign the contract

This Agreement is funded by Federal Dollars ☐

NORTH CAROLINA

CHATHAM COUNTY

AGREEMENT FOR GOODS AND/OR SERVICES

THIS AGREEMENT FOR GOODS AND/OR SERVICES (this "Agreement"), made and entered into this 8th day of April, 2024, by Chatham County, a corporate and body politic of the State of North Carolina (the "County") and Boles Restoration Services, Inc. (the "Contractor"). Either the County or the Contractor may be referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, the Contractor has agreed to provide goods and/or services as hereinafter set forth in a professional manner in accordance with the standards of Contractor's business or industry, and

WHEREAS, the County wishes to enter into an Agreement with Contractor to provide the goods and/or services specified in Appendix 1, Scope of Work, attached hereto and incorporated herein by reference and made an integral part of this Agreement.

NOW THEREFORE, in consideration of the premises and mutual agreement described below, the Parties agree as follows:

1. Term of Agreement: The term of this Agreement shall commence on April 8, 2024, and end on June 14, 2024, unless terminated hereinafter set forth.

2. Scope of Service: The Contractor shall provide to the County the goods and/or service (the "Services") set forth in the "Scope of Work" attached hereto as Appendix 1.

3. Compensation: As compensation for the Services to be provided by the County, the County shall pay the Contractor the sum of $42,000.00, payable within thirty (30) days from receipt of proper invoice and proper documentation that the goods/services have been delivered or provided in accordance with this Agreement or as otherwise set forth in Appendix 1.

4. Insurance: Contractor shall maintain insurance policies as shown in Appendix 2 for the entire term of this Agreement as well as any subsequent amendments.

   All insurance policies shall be issued by companies authorized to do business under the laws of the State of North Carolina and shall be rated not less than "A" by A.M. Best and Company. Contractors shall furnish Certificates of Insurance to the County, *naming the County as an additional insured*, prior to the commencement of Services. The certificates shall clearly indicate that Contractor has obtained insurance of the type, amount, and classifications as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Compliance with the foregoing requirements shall not relieve Contractor from any liability or obligations under this Agreement.

   The County requires all that all contractors carry workers' compensation insurance. The County recognizes that contractors with fewer than three employees are not statutorily required to carry said insurance. The County reserves the right to waive the requirement to carry workers' compensation insurance on a case-by-case basis. If the contractor's status changes during the term of an agreement and worker's compensation insurance becomes statutorily required, the contractor must provide proof of said coverage to the County.

5. Confidentiality: All proprietary data and information, if any, furnished to Contractor by the County shall be regarded as confidential, shall remain the sole property of the County and shall be held in confidence and safekeeping by Contractor for the sole use of the County and Contractor under the terms of this Agreement. Contractor agrees that its officers, employees, and agents will not disclose to any person, firm, or entity other than the County or its designated legal counsel, accountants, or practice management consultants any confidential information about the County. Contractor agrees to carry out its obligations to the County in compliance with all privacy and security regulations required by law.

6. Intellectual Property Owned by Contractor: This Agreement is subject to the North Carolina public records law and may be released upon request. Not all "Trade Secrets" will quality as protected under N.C.G.S. §132-1.2 and 66-152.

7. Status of Parties: Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between Contractor and the County. Contractor and its employees and representatives are independent contractors, solely responsible for its or their performance under this Agreement and shall have no legal authority to bind the County.

8. Assignment and Subcontracting: Neither this Agreement nor any rights or obligations hereunder shall be subcontracted, assigned, or delegated by Contractor without prior written consent of the County, which consent may be withheld in the County's sole discretion.

9. Binding Effect: This Agreement shall be binding upon the Parties hereto, their heirs, administrators, executors, successors and assigns, if such assignment has been approved by the County.

10. Notices: Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, address as follows:

Chatham County
Attn: County Manager
Post Office Box 1809
Pittsboro, North Carolina
919.542.8200

Boles Restoration Services, Inc.
Attn: Zack Boles
1290 Ray Wilson Rd
Sandy Ridge, North Carolina 27046-7135
336.460.0030
boles1227@yahoo.com

11. Governing Law: This Agreement and the rights and obligations to the Parties hereunder shall be construed and governed by the laws of the State of North Carolina, and the venue for any proceedings arising hereunder shall be in the state court of appropriate jurisdiction located in Chatham County, North Carolina.

12. Modifications: This Agreement may be amended or modified only by the mutual written consent of the Parties. A modification is not enforceable against the County unless it is signed by the County Manager or other duly authorized official.

13. Entire Agreement: This Agreement contains the entire agreement between the Parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties or understandings, written or oral expressed or implied, between the Parties, other than as set forth or referenced in this Agreement.

14. Waiver: A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the Party against whom enforcement of the waiver is sought. The waiver of a breach of any provisions of this Agreement shall not operate or be construed as waiver of subsequent or other breach thereof.

15. Termination: This Agreement may be terminated as follows:

    a. Cause: If the services provided by Contractor under this Agreement are not performed as specified herein, this Agreement may be terminated by the County for cause. Grounds for termination for cause shall include, but not be limited to, the following:

        i. Failure to respond to reasonable requests from the County to provide the Services covered by this Agreement.
        ii. Failure to properly recycle any electronic equipment as specified in Article 9, Chapter 130A of the North Carolina General Statute, or failure to comply with any statutory requirement included in the formal bid request, as provided in the bid packet, which bid packet is incorporated herein by reference.

iii. Failure to maintain the insurance required by this Agreement.
iv. Charging rates or fees in excess of those permitted under this Agreement.
v. Inefficient, or unsafe practices in providing Services.
vi. The material breach of any provision of this Agreement.

b. Convenience: The County reserves the right to terminate this Agreement upon thirty (30) days prior written notice to Contractor for any reason deemed by the County to serve the public interest. This termination for convenience will not be made when termination is authorized under any other provision of this Agreement. In the event of such termination, the County shall pay the Contractor its costs directly attributable to those Services received by the County prior to termination that meet the requirements of this Agreement. Provided however, that no costs will be paid to the Contractor that are recoverable in the Contractor's normal course of doing business. The County is not liable for the loss of any profits anticipated to be made hereunder, nor for any special, consequential, or similar damage.

16. Annual Appropriations and Funding: This Agreement is subject to the annual appropriation of funds by the Chatham County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, the County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment for all Services satisfactorily provided under this Agreement up to and through the Contractor's receipt of notice of termination.

17. Indemnity: Contractor agrees to indemnify and hold harmless, the County, its officers, agents, servants, and employees from an all claims, actions, lawsuits, losses, damages, expenses, judgments or liabilities of any kind whatsoever (including without limitation, cost of defense and attorney fees) suffered by the County and proximately caused by an act or omission of Contractor, its subcontractors, agents, or employees.

18. State and Federal Requirements: By signing this Agreement, Contractor certifies that (*if applicable*) Contractor, and any of Contractor's subcontractor are in compliance with State and Federal laws, including any divestment list by the NC State Treasurer, and Federal or State debarment or suspension lists. The County Terms and Conditions are incorporated herein, made an integral part of this Agreement, and may be found at the County's web site: http://www.chathamcountync.gov/finance. A hard copy of the Terms and Conditions is available upon request.

19. Controlling Document: In the event of any conflict between this Agreement and any document, instrument, or other agreement prepared or provided by Contractor (including, without limitation, Contractor's purchase orders, invoices and warranties), the terms of this Agreement shall control.

IN WITNESS WHEREOF, the Parties have executed this Agreement in their official capacities with legal authority to do so.

CHATHAM COUNTY

By: _____
Dan LaMontagne, County Manager

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

_____
Roy Lynch, Finance Director

BOLES RESTORATION SERVICES, INC.

By: Zack Boles
Name: Zack Boles
Title: GM/CFO

APPENDIX 1

SCOPE OF WORK:

1. Lay plastic or tarps on the ground around the perimeter of the tank to collect debris from the cleaning operations.

2. Pressure wash all exterior surfaces using 4,000 psi or higher pressure washers.

3. Clean all rusted areas using scrapers, hand & power wire brushes in accordance with SSPC surface preparation methods #2 and #3, hand and power tool clean.

4. Apply a full prime coat of Sherwin Williams Macropoxy 920 Pre-Prime to all exterior surfaces at 1.0-1.5 mils dry film thickness.

5. Apply a full intermediate coat of Sherwin Williams Macopoxy 646 to all exterior surfaces at 2.5-3.5 mills dry film thickness.

6. Apply two finished coats of Induron Indurabrite Aluminum to all exterior surfaces at 1.0-1.5 mils dry film thickness per coat.

7. Dispose of collected debris.

PROJECT NAME: Painting Chatham County Bynum Water Tank

TOTAL COMPENSATION: $42,000.00

COMPLETION DATE: June 14, 2024

APPENDIX 2

INSURANCE REQUIREMENTS

Worker's Compensation
Statutory Limits

General / Professional Liability
$ 100,000 bodily injury per person
$ 500,000 bodily injury per occurrence
$ 100,000 property damage